

REQUEST FOR PROPOSAL

DEMOLITION CONSULTANT
TERM CONTRACT TC-008

DPMC PROJECT P1103-00

Date Issued: November 20, 2013

State of New Jersey
Department of Treasury
Division of Property Management & Construction
33 West State Street, 9th Floor
P.O. Box 034
Trenton, New Jersey 08625-0034

State of New Jersey
Department of Environmental Protection
Trenton, New Jersey 08625- 0420

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1.0 PURPOSE, INTENT AND GENERAL GUIDELINES

- A. The purpose of this Request for Proposal (RFP) is to solicit proposals from DPMC-prequalified CIVIL ENGINEERING firms for the New Jersey Departments of Environmental Protection (NJDEP) and Treasury to award a 3-year term contract to provide demolition design and construction administration services for the DEP Sandy Blue Acres Acquisition Program and other statewide demolition projects as necessary. These consulting services may be used to develop preliminary surveys, assessments, scopes of work and/or design documents and specifications for the demolition, proper disposal and disposition of buildings and structures on designated properties. The services will include disconnecting all utilities, the closing of all wells, pumping and filling of all septic systems/cesspools, removal and testing of above ground and underground storage tanks and removal of hazardous materials from the properties. The Consultant firm will be responsible for preparing the necessary design/bid documents to be advertised for bid to DPMC classified construction contractors and providing permit coordination, bidding support and construction administration services.
- B. It is the intent of the State to award 3-year term contracts to approximately 4-6 Consultant firms. It is the State's intent to engage all the Consultant firms contracted for work under this contract on a rotating basis as described in Section 8.0. It is anticipated that the consultants will be engaged on multiple assignments of varying sizes during the term of the contract.
- C. For the purpose of engagement on project assignments, the term of this contract will be three (3) years from the date of contract execution. The project assignments initiated before the completion of the term of this contract will proceed to conclusion. The State reserves the right to extend the contract for all or any part of a calendar year on the terms specified in Section 6.6 of this agreement.
- D. The State/DPMC reserves the right to perform the services described in this RFP itself or to contract out separately for these services if deemed to be in the best interest of the State.

2.0 BACKGROUND

The NJDEP Green Acres Program has been acquiring land for open space purposes since 1961. The funds for its acquisitions are derived from voter-approved bond referendums. The Green Acres, Farmland, Blue Acres, and Historic Preservation Bond Act of 2007 authorized funds for the acquisition of open space but it expanded the Green Acres Program's purview to allow for the acquisition of lands in the floodways of the Delaware River, Passaic River and/or Raritan River, and their respective tributaries for recreation and conservation purposes. Additional funds were also approved by the voters in the Green Acres, Water Supply and Floodplain Protection, and Farmland and Historic Preservation Bond Act of 2009. This subsequent set of bond monies expanded the acquisition of flood-prone properties on a State-wide scale.

Blue Acres acquisition properties (including structures) are those that have been damaged by, or may be prone to incurring damage caused by, storms or storm-related flooding, or that may buffer or protect other lands from such damage, and are eligible for acquisition from willing sellers.

In 2010, the Blue Acres Program began leveraging the dedicated open space acquisition funds by making grant applications to the Federal Emergency Management Agency (FEMA) in coordination with the New Jersey Office of Emergency Management (NJOEM) to mitigate flood-prone or flood-damaged structures by acquiring and demolishing the homes, opening up the floodplain, and deed restricting the land as open space in perpetuity. The demolition design and construction administration services outlined in this RFP are a direct result of

FEMA Hazard Mitigation Grant Program (HMGP) funds awarded to NJDEPs Sandy-Blue Acres Program following the flood devastation that resulted from Superstorm Sandy in 2012.

Under this term contract, the State/DPMC will engage consultants to produce scopes of work and bid documents for demolition, site remediation and restoration. The Consultants' assignments may include, but will not necessarily be limited to, the following tasks:

- Preliminary Site Investigations
- Project Scoping Documents
- Preparation of Designs and Bid Specifications
- Develop Specifications for Proper Removal and Disposal of Hazardous Materials
- Develop Specifications for Site Remediation (if necessary) and Restoration After Demolition
- Compliance with all Environmental Statutes and Regulations
- Project Outreach Participation
- Coordination with Federal, State and/or Local Officials
- Quality Control/Assurance
- Bid Support Services
- Construction Administration and Oversight

Additional information regarding contract scope of work requirements are included in Section 7.0 Scope of Work of this RFP.

NOTE: FEMA Requirements – The work under this contract may be funded and or reimbursed in whole or in part by FEMA. As such, the Consultant may be directed as part of its responsibilities to meet FEMA requirements in order for services/work to be funded or reimbursed by FEMA and to ensure that all applicable FEMA standards of performance are complied with in their specifications or deliverables.

Additional Requirements – The work under this contract may be funded and/or reimbursed in whole or in part by the U.S. Department of Housing and Urban Development (HUD) through the New Jersey Department of Community Affairs (NJDCA). Additionally, other federal programs (HUD-CDBG, USDA, etc.) or State programs (GSPT dedicated funds or other State sources) may also participate in funding or reimbursing the State for services or work under this contract. As such, the Consultant may be directed as part of its responsibilities to meet these other federal and/or State program requirements in order for services/work to be funded or reimbursed by the respective funding agencies or Programs, and to ensure that all applicable performance standards of these Programs are followed in their specifications or deliverables.

3.0 DEFINITIONS

Addendum - If the State decides to revise this RFP, the State will issue the revisions to all bidders in a document called an "Addendum."

Assignment – The scope of services of a specific Work Order to be completed under the requirements of this contract.

Award Letter – Notice of Contract Award letter issued to the selected consultants at the onset of the contract period.

Awarded Contractor- The construction contractor awarded a contract by the DPMC for demolition and/or site remediation/restoration on designated properties.

Consultant – The person, partnership, corporation or joint venture that has a contractual agreement with the State of New Jersey

Contract – The full agreement between the State and the successful bidder that defines the performance of the work including the RFP, consultant’s proposal, award notice, Work Orders, and Notice to Proceed for individual Work Orders.

Contractor - A person, partnership, corporation or joint venture that has a contractual agreement with the State of New Jersey.

Deliverables - Items defined in the Scope of Work, Section 7.0 as products or proof of services rendered under this contract.

Director - Director of the Division of Property Management & Construction, Department of the Treasury, or it’s designee, who by statutory authority is the Contracting Officer for the State of New Jersey.

DPMC – Division of Property Management & Construction, a division of the New Jersey Department of the Treasury.

Evaluation Committee -A committee established by the DPMC Director to review and evaluate bid proposals and to recommend contract awards. The committee for this RFP shall include representatives of the Departments of Environmental Protection and Treasury.

FEMA – Federal Emergency Management Agency.

General Conditions – The General Conditions to the Demolition Consultant Term Contract TC-008 which describes additional terms and conditions of the contract.

HUD – U.S. Department of Housing and Urban Development.

Issuing Office - Division of Property Management & Construction, Department of the Treasury.

Joint Venture - Two or more companies, individuals, corporations, partnerships or other entities that form a temporary union for the purpose of performing the work of this RFP. Both joint venture firms must be prequalified by DPMC in the civil engineering discipline to be eligible for consideration on this contract.

Key Personnel – Consultant’s assigned project personnel, defined by the level of expertise, dedicated to each project phase.

Loaded Rates – All inclusive rates submitted by the Consultant for use during the term of this contract. These loaded rates should include all anticipated costs for travel, overhead, administrative costs, insurance, reproduction, printing, mail and messenger services, office equipment, phone costs, meals and lodging, professional fees, and profit.

NJDEP-New Jersey Department of Environmental Protection.

Notice to Proceed - A written notice given by the State DPMC to the Consultant fixing the date on which the Consultant is permitted to start the performance of work under this contract following the issuance of approved Work Orders.

Project Manager-The DPMC representative with overall responsibility for overseeing the services to be performed for each assignment under this contract.

Proposal - The submittal required at the second stage of the selection process, including a technical proposal, completed “Term Contract Rate Schedule by Personnel Levels” form, and all required administrative forms as outlined in Section 5.0 of this RFP.

RFP - Request for Proposal.

SOW - Scope of Work.

State –The Director of the Division of Property Management & Construction, Department of the Treasury or its designee, acting for the State/DPMC or NJ DEP under statutory authority as Contracting Officer for the State of New Jersey.

Work Order – Following contract award, the Consultant shall receive from the DPMC/NJDEP a brief scope of work for each individual demolition assignment. An assignment may involve one or more properties. The Consultant shall prepare a proposal using the pre-established rates submitted in its proposal, on a Work Order form (Form xxx). The Work Order form shall include the number of hours and labor rate for each proposed task. If acceptable, the Work Order form shall be signed by NJDEP and authorized by the DPMC Contracting Officer, or his designee, signifying the State's acceptance of the Consultant's proposed price.

4.0 SELECTION PROCESS PROCEDURES

This RFP is being issued by the Department of the Treasury, DPMC on behalf of the NJDEP Sandy-Blue Acres Acquisition Program. The RFP is part of a competitive bidding process which is governed by statutory law, see N.J.S.A. 52:34-6 et seq.; N.J.S.A. 52:34-9.1 -9.7, and N.J.S.A. 52:34-12 et seq. The procedures and submissions required herein are necessary to comply with the statutes and other laws applicable to this procurement, and to ensure a full, fair and informed competition and contract award resulting in the best value to the State. Read the instructions in this RFP carefully. **Failure to comply with the mandatory requirements of the RFP will result in proposal rejection.**

4.1 SELECTION PROCESS STAGES

There are two stages in the selection process for this contract:

Stage 1 – Mandatory Pre-Proposal Meeting

Stage 2 - Submission of Technical Proposal & Hourly Rate Schedule by Personnel Level

4.1.1 STAGE 1 - MANDATORY PRE-PROPOSAL MEETING

There will be a mandatory pre-proposal meeting. In order for a proposal to be considered for award, one representative of the Consultant must be present at the mandatory pre-proposal meeting commencing at the time and in the place specified below. Any Consultant who fails to have a representative attend this mandatory meeting will be disqualified from submitting a proposal. The purpose of the pre-proposal meeting is for the State to explain the RFP requirements and entertain questions about the RFP. Questions submitted in writing from the interested consultants and responded to in writing by the DPMC to all the firms. The pre-proposal meeting will be held as follows:

Date: TUESDAY, DECEMBER 10, 2013
Time 10:00 AM
Place: PRUDENCE HALL, THOMAS EDISON STATE COLLEGE, TRENTON, NJ

If there is any change in this date or meeting details, recipients of this RFP will be notified by e-mail and on the DPMC website.

4.1.2 STAGE 2 - SUBMISSION OF TECHNICAL PROPOSAL & TERM CONTRACT RATE SCHEDULE

As discussed in RFP Section 5.0 below, the technical proposal and rate schedule must include all required information pertaining to the Consultant's experience and hourly rates, and any other information required by the State for this contract. **An original and five (5) copies of the proposal must be submitted by the due date and time.**

In order to be considered for award, the proposal and all required attachments and information must be received by the DPMC at the appropriate location by the required time. **Any proposal not received on time will be rejected.**

Date:	THURSDAY, JANUARY 9, 2014
Time:	No Later than 2:00 PM
Location:	Plan Room - 9th Floor Department of Treasury, Division of Property Management & Construction Contracts & Procurement Unit 33 West State Street, P.O. Box 034 Trenton, New Jersey 08625-0034 ATTENTION: CATHERINE DOUGLASS

NOTE: Consultants using USPS Regular or Express mail services should allow additional time since USPS mail is not delivered directly to the DPMC

4.2 RFP AND PROPOSAL SUBMITTAL PROCEDURES

The following procedures apply to this RFP.

4.2.1 ISSUING OFFICE

This RFP is issued by the DPMC. It is being issued in accordance with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.1 - 9.7 and N.J.S.A. 52:34-12. For purposes of this selection process, the DPMC is the sole point of contact between the Consultant and the State. Consultants should not contact the NJDEP directly with questions or clarification requests about this RFP or the selection process. **All questions must be submitted in writing to the DPMC.**

4.2.2 QUESTIONS, EXCEPTIONS AND ANSWERS

If consultants have any questions about or objections to the RFP prior to the question cut-off date, the DPMC will respond to questions and exceptions posed in writing. Answers to questions submitted in writing prior to the stipulated question cut-off date will be provided as an Addendum to the RFP. All answers documented in an Addendum will be binding on consultants and the State unless subsequently modified by the DPMC in writing. **Any oral explanations or instructions not covered by an Addendum shall not be binding on the State.**

4.2.3 PROPOSAL CLARIFICATION

Proposals will be reviewed by an Evaluation Committee appointed by the DPMC Deputy Director. Where the Evaluation Committee reviewing the proposals determines that any or all of the proposals require some clarification, the Evaluation Committee may require any or all of the consultants to clarify their proposals through an oral presentation or through written responses to written questions. At such an oral presentation or in such written questions, the Committee may request the Consultant to clarify or explain items in its proposal. However, the oral or written presentation may not be used to supplement or to change the original proposal. The DPMC will schedule the time and place of any such oral presentations.

4.2.4 PUBLIC ACCESS TO SUBMISSIONS

Pursuant to State Open Records law, following award of this contract, all firms are welcome to review all technical proposals, score sheets, and all other contract documents. Firms can schedule a review appointment by contacting the DPMC Selection Coordinator Catherine Douglass at (609) 777-3094 to schedule an appointment.

In addition, the following notice will apply to all successful proposals submitted under this RFP:

Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:
<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFP, the winning bidder’s proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder’s assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

4.2.5 PROPOSAL PREPARATION COSTS

Consultants are responsible for the preparation and submission of their proposals. The State of New Jersey assumes no responsibility or liability for any costs incurred by any consultant in the preparation of the submissions.

4.3 MANDATORY REQUIREMENTS

4.3.1 PREQUALIFICATION REQUIREMENTS

In order for a proposal to be considered responsive to this RFP, the Consultant must have a current DPMC prequalification in the “CIVIL ENGINEERING” discipline with a rating of \$10 million and have in-house capabilities or Sub-Consultants preq-qualified with DPMC in the following professional disciplines:

- P011 Environmental Engineering that also has a NJDEP -Licensed Site Remediation Professional (LSRP) on staff
- P037 Asbestos Management & Design
- P065 Lead Paint Evaluation

- P025 Estimating/Cost Analysis

Consultants shall also have in-house capabilities or Sub-Consultants pre-qualified with DPMC in all other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in this RFP. Additionally, if a sub-consultant is proposed for a discipline for which no DPMC prequalification exists, the sub-consultant's acceptability will be determined by the DPMC.

For a joint venture, both firms must have a current DPMC prequalification in "Civil Engineering" and at least one firm must have a rating of \$10 million.

The Consultant agrees to keep its DPMC prequalification in the "Civil Engineering" discipline in good standing throughout the term of this contract and to assure that any subconsultant's prequalification is also kept in good standing. If the Consultant's prequalification or subconsultant's prequalification lapses, it will not be assigned any additional work until the time that its prequalification is satisfactorily restored.

4.3.2 OTHER REQUIREMENTS

The Consultant must comply with all of the mandatory procedures and requirements of the RFP and must agree to all of the material terms and conditions contained in this RFP including the standard General Conditions to the Consultant Agreement included as an attachment to this RFP. Failure to do so will result in proposal rejection.

5.0 PREPARATION AND SUBMISSION OF PROPOSALS

In order for a proposal to be considered responsive, a Consultant must agree to perform the Scope of Work described in this RFP, agree to the terms and conditions provided in this RFP, complete the attachments provided with this RFP, and provide the information as required below. Consultants are advised to read the entire RFP and any addenda subsequently issued by the DPMC before preparing and submitting their proposals.

5.1 PROPOSAL PACKAGE – GENERAL REQUIREMENTS

5.1.1 EVALUATION CRITERIA

Consultants shall submit a complete technical proposal outlining their past experience and qualifications to perform this contract. The technical proposal must be prepared to respond to the items listed in the attached "Evaluation Criteria" form. The technical proposal will be evaluated by the selection committee in accordance with the evaluation criteria.

5.1.2 STRUCTURE OF FIRM/PROJECT TEAM/JOINT VENTURE

In the proposal, the Consultant shall delineate the structure of its project organization, and shall describe its approach to the management of this project as defined below. For a Joint Venture, only one of the members shall act as the lead member in dealing with the State regarding negotiations of scope of work and costs for the site-specific engagements under the contract.

5.1.3 REQUIRED FORMAT OF PROPOSAL PACKAGE

The proposal package, an original and five (5) copies, which must be completed and returned **before 2:00 PM, THURSDAY, JANUARY 9, 2014**, consists of the following components:

- Cover Letter summarizing the firm's understanding of the project based upon the Scope of Work, past experience, etc.;
- Organization Chart/Staffing Plan (Section 5.2.1);
- "Project Key Personnel List" (form attached);

- Resumes of Project Key Personnel;
- Relevant team experience on similar projects (Section 5.2.2);
- “Key Team Members Project Experience Data Sheets” (form enclosed);
- Project Approach (Section 5.3.2);
- Term Contract Rate Schedule by Personnel Level (form enclosed);
- Consultant Affidavit (form enclosed);
- Required Administrative forms (McBride Principles Investment Activities in Iran, Compliance Certification, Certificate of Employee Information Report, Public Law 2005 Chapter 92 (Source Disclosure form), Certificate(s) of required insurance coverage.

Please ensure that all of the above items are addressed in your proposal in the same order as stated above.

5.2 PROPOSAL PACKAGE – CONTENT & ORGANIZATION

5.2.1 ORGANIZATION CHART/STAFFING PLAN.

The Consultant shall furnish information on the management and technical staff who will be directly engaged in the activities under this contract. A chart which delineates the Consultant’s project organization, including the program and project manager(s) and the other professional and technical personnel, and describes the roles of the various personnel, should be included in the technical proposal. No personnel substitutions are permitted without the consent of the DPMC.

The Consultant must demonstrate its capability to support its existing obligations while undertaking the work in this contract.

The Consultant shall identify key personnel and project managers, including those of any Sub-consultants, who will be assigned to work under this contract, and their respective roles. The number and disciplines of the staff that will be available to accomplish the various tasks within the contract assignments should be included.

The Consultant shall complete and include the attached “Project Key Personnel List.” The Consultant shall indicate generally the respective percentages of time that each key individual will be dedicated to perform each phase of work on a typical residential demolition assignment based on a 40-hour workweek.

5.2.2 EXPERIENCE ON PROJECTS OF A SIMILAR SIZE AND NATURE

The Consultant shall demonstrate through examples of past projects its experience in completing projects involving the demolition services required under this contract. The example shall cover all aspects of these tasks, including but not limited to: preliminary surveys and site investigations; project scoping documents; preparation of designs and bid specifications; proper removal of hazardous materials; site remediation and restoration; and other tasks outlined in Sections 2.0 and 7.0 of this RFP. Also, personnel presented in the proposed organization chart/staffing plan should be identified with the project history examples in their resumes. The Consultant shall also specify past working experience with State and/or Federal government. The Consultant shall limit past project descriptions to a maximum of five (5) past projects which best reflect the tasks to be required on this contract and are similar in scope to the work described in this RFP.

The Consultant shall complete the attached “Key Team Member Project Experience Data Sheet” for each team member. The form must be reproduced as needed.

5.2.3 PROJECT APPROACH TO SERVICES ON A TYPICAL PROJECT ASSIGNMENT

The Consultant shall describe its approach to providing services for typical demolition assignments, including the following:

- A. The Consultant's procedures in completing typical demolition assignments, including approaches used on similar contract assignments, etc.
- B. Identification of the individuals/Subconsultants on the Consultant's team who will be responsible for the various tasks associated with the demolition assignments, including those who will oversee the work, who serve as the liaison with the State, and provide procedures for selecting and managing sub-consultants, etc.
- C. The Consultant's contingency plans for dealing with problems and correcting errors that occur.
- D. The Consultant's policies and procedures for maintaining quality control and conducting inspections and oversight of the work.
- E. The Consultant's understanding and knowledge of DPMC and NJDEP procedures and processes. Also, the Consultant's knowledge and familiarity with the FEMA and HUD requirements noted in Section 2.0.

5.2.4 TERM CONTRACT RATE SCHEDULE BY PERSONNEL LEVELS.

The Consultant shall submit a completed "Term Contract Rate Schedule by Personnel Level" on the form provided in this RFP.

The form shall provide all-inclusive, fully "loaded" rates for the various Personnel Levels that may be required during the term of the contract. These loaded rates must include all costs required for each Personnel Level including all anticipated costs for travel, overhead, administrative costs, insurance, reproduction and printing, mail and messenger services, office equipment and phone costs, meals and lodging, professional fees and profit.

Loaded rates must be submitted for all Personnel Levels from 1 through 7, for each contract period. The "base" period is the original three year term of this contract. Should the State opt to extend the contract, the rates for "Option One" will apply for the initial one-year extension, and the "Option Two" rates will apply for the optional second year extension. The rates must be typed or written in ink; the State will not accept rates prepared in pencil. **PLEASE DO NOT LEAVE ANY BLANKS, AS THIS WILL RESULT IN YOUR PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND REJECTED BY THE STATE.**

Attached to the "Term Contract Rate Schedule by Personnel Level" form is a guide that describes the seven Personnel Levels for which hourly rates are to be submitted. This guide, "Personnel Levels with Examples" note some specific job duties, qualifications and experience levels that apply to the various Personnel Levels. These Personnel Levels are considered typical professional and technical levels required to accomplish the work specified in the Scope of Work and are to be used for establishing a rate schedule.

All seven Personnel Levels must be filled in for each term contract period. Failure to submit a complete rate schedule for each contract period will result in the proposal being deemed non-responsive and rejected.

Following the completion of rate schedules for each of the three contract periods, the Consultant shall enter the "average rate" for each contract period at the bottom of the form (under "Level 1" rates). These average rates shall be derived by calculating the mathematical average of the rates for all seven Personnel Levels, for

each contract period. These average rates are used by the State as a comparative tool to evaluate the respective rates for each Consultant.

All personnel listed at or above “Level 4” shall be designated as key personnel and considered a contractual commitment by the Consultant. Subsequent to contract award, any change in key personnel will require written approval from the DPMC.

The “Term Contract Rate Schedule by Personnel Level” form must be signed in ink by an authorized person and submitted with the bid proposal. Typed, stamped or penciled signatures are not acceptable. For a proposal by a joint venture, the rate schedule sheet must be signed by an officer of each joint venturer. Unsigned “Term Contract Rate Schedule by Personnel Level” forms will be deemed nonresponsive and rejected by the State.

5.2.5. CONSULTANT AFFIDAVIT

The attached “Demolition Consultant Multiple Award Term Contract Consultant Affidavit” must be signed, dated, notarized and returned as part of the proposal. This form signifies acceptance of all terms, General Conditions, and specifications set forth and included with this RFP. All signatures must be in ink.

5.2.6. ADMINISTRATIVE FORMS

The Consultant must include the following completed forms with their proposal:

- A. **MacBride Principles Compliance Certification** (Complete form, sign and date)
- B. **Investment Activities in Iran** (Complete form, sign and date)
- C. **Certificate of Employee Information Report** – Pursuant to N.J.A.C. 17:27-1.1 et seq., all firms contracting with the State of New Jersey must comply with P.L. 1975, c. 127, regarding non-discrimination in employment. For your information, a copy of “Exhibit A” detailing these requirements has been attached. Also attached for your information is the State contract policy with respect to the Americans with Disabilities Act.

All firms contracting with the State of New Jersey must provide a copy of the firm’s Certificate of Employee Information Report, issued by the New Jersey Division of Contract Compliance and Equal Employment Opportunity. Please attach a copy of this certificate with your technical proposal. If your firm has not applied for a Certificate of Employee Information Report, please do so using the attached form (AA302). Send the form to:

**N.J. Department of the Treasury
Division of Purchase and Property
Contract Compliance Audit Unit
P.O. Box 026
Trenton, NJ 08625-026
Phone: 609-292-2146**

- D. **Public Law 2005, Chapter 92 Certification (Source Disclosure Certification)** – In accordance with P.L.2005, c. 92, all consultants submitting a proposal shall be required to submit a completed Source Disclosure Certification (form attached), certifying that all services under this contract will be performed in the United States. The Consultant shall disclose the location by country where services under the contract will be performed, and the

location by country where any sub-consulting of services will be performed.
For more information, please visit the following website:
www.state.nj.us/infobank/circular/eom129.htm.

- E. **Certificates of required insurance coverage** – During the project, the Consultant is required to secure and maintain in force insurance coverage for: Comprehensive General Liability; Comprehensive Automobile Liability (if applicable); Workers Compensation; and Professional Liability. Proof of this coverage must be submitted with your proposal.

Following receipt and review of the proposals, the DPMC will review the material to see if any further information is necessary in order for the State to make a determination as to the Consultant's qualifications and responsibility. If any further information is needed, the DPMC will request it in writing from the Consultant. A Consultant may be asked to clarify or elaborate on the information submitted, but they will not be permitted to substitute or change the submitted information, including their proposed rate schedule.

6.0 PROPOSAL EVALUATION AND CONTRACT AWARD

6.1 GENERAL CRITERIA

Proposals will be evaluated by an Evaluation Committee convened by the Deputy Director of DPMC, comprised of representatives from the NJDEP and the Department of the Treasury.

Consistent with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.1 - 9.7 and N.J.S.A. 52:34-12, award shall be made with reasonable promptness by written notice to the responsible Consultant(s) whose proposals, confirming to the project solicitation, will be most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the Deputy Director of the DPMC determines that it is in the public interest so to do.

Following receipt, proposals will be evaluated in accordance with the following procedure:

1. First, proposals will be checked against the criteria listed under Section 4.3 (Mandatory Requirements). Those proposals that are automatically rejected will not be further reviewed.
2. Second, the "Term Contract Rate Schedule by Personnel Level" of each proposal will be checked to ensure the "average rate" for each contract period is correct. Any mathematical errors will be corrected in accordance with Section 6.3.
3. Third, the Evaluation Committee will evaluate and score the proposals on their technical merit and review of proposed hourly rates, based upon the criteria and relative weights pre-determined on the "Evaluation Criteria" form. This qualitative technical evaluation, along with the acceptability of the rate schedule, will be the primary determining factors of the firms whose proposals are most advantageous to the State, and of the subsequent selection of consultants to be awarded a term contract.

Key components in the determination of a Consultant's responsiveness and responsibility include:

6.1.1. EVALUATION CRITERIA

The proposals of those Consultants who have been determined to be responsive and responsible will be ranked according to the technical quality of their proposal and acceptability of proposed hourly rates. The qualitative factors to be used in this evaluation are as follows:

1. The relative strengths of the Consultant's proposed project organizational plan and personnel/staffing capability including sub-consultants included in their proposal (25%).
2. The relative strengths of the Consultant's and sub-consultant's proposed project personnel and its qualifications and experience on projects/contracts of a similar size and nature (35%).
3. The Consultant's proposed approach to completing all required activities and tasks on project assignments as described in section 2.0 and to successfully complete multiple and concurrent demolition assignments(25%).
4. The value and competitiveness of the Consultant's proposed hourly rates per the "Term Contract Rate Schedule by Personnel Level," both for the seven levels of personnel type/disciplines listed, and for the average rates derived from those disciplines (15%).

Consistent with N.J.S.A. 52:34-6, N.J.S.A. 52:34-9.1 - 9.7 and N.J.A.C. 52:34-12, and this RFP, the State will award term contracts to the most responsive, responsible consultants whose proposals are determined to be the most advantageous value to the State, price and other factors considered. Consultants are advised that a contract will not necessarily be issued strictly to the lowest priced, responsive, responsible Consultant who has met the minimum established requirements. The final ranking of the firms by the Committee will determine the rotational order of the awarded contracts. The top-ranked firm will be ranked first and will be the first assigned Work Orders under the contract, followed in order, second, third and so on, in accordance with each firm's score and rank.

6.2 AVERAGE RATE DISCREPANCIES

In evaluating bids, discrepancies between the indicated average rates for any contract period and the correct average thereof will be resolved in favor of the correct average of the submitted rates for the contract period.

6.3 DEPUTY DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE

The DPMC Deputy Director, Contract Administration, on behalf of the Director, reserves the right to reject any and all proposals, or to award contracts to those firms deemed to be in the best interest of the State. The Deputy Director shall have authority to award a contract to the consultants that best meet the contract specifications and proposal conditions, and that are determined to have offered the most advantageous bids to the State, price and other factors considered.

6.4 NOTICE OF INTENT TO AWARD

The DPMC will notify all competing consultants in writing of the Director's intent to award term contracts. If a Consultant firm determines that they will seek a hearing or file a protest regarding the award, they must submit a letter setting forth their specific grounds for protesting the intended awards or rejection within five (5) days of issuance of the intent to award letter. The Director will review the request in accordance with N.J.A.C.17:19-5.2. After the contracts are awarded, all firms may review the proposals and evaluation documents regarding this contract. Firms can schedule a document review appointment for this RFP by contacting the DPMC at (609) 777-3094.

6.5 JOINT VENTURE REQUIREMENTS

In the event that the award-winning proposal is from a Joint Venture, a copy of the proposed joint venture agreement between the venture partners shall be submitted for review and approval by the State. This agreement shall address issues such as: 1) the management structure of the Joint Venture and the duties and authorities of the singular program manager who shall interface with the State on all contractual and technical matters; 2) the organization functioning to control all financial matters in interaction with the State and flow of payments between the Joint Venture partners under the contract; and 3) the partner/corporate function assigned the lead position for quality control under the contract.

6.6 CHAPTER 51 REQUIREMENTS

In accordance with P.L. 2005, Chapter 51 (formerly Executive Order 134), all consultants with which the State intends to contract must complete and submit the "Contractor Certification and Disclosure of Political Contributions" form (Form DPPc51, copy and instructions attached). All firms selected for this contract must be in compliance with Chapter 51 requirements, and must agree to adhere to all continuing obligations contained in this law regarding contributions and disclosures as required. For more information on Public Law 2005, Chapter 51, please visit the following website: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

6.7 PERFORMANCE PERIOD

Services shall be provided under this contract from the date of award until the completion of any or all options exercised under this contract.

6.6.1. BASE PERIOD

The base period of performance of this contract shall be three years commencing on the date of the contract award, during which time Work Orders may be issued by the State. Actual performance of work orders may extend beyond this contract period until completion of all services are provided under the approved Work Orders, and the terms of this contract shall extend until completion of the service(s).

6.6.2. RENEWAL OPTIONS

The State shall have the unilateral option of extending this contract for one additional period of one (1) year, and shall have one last unilateral extension option of one (1) year with the same terms and conditions as are contained in this contract at the time said option(s), if any, are exercised.

The option period shall extend the performance period of the contract commencing on the expiration of the preceding base contract performance period. The State may exercise an option to extend by issuing a written notification (mailed or otherwise furnished) to the Consultant(s) at least 30 calendar days prior to the expiration date of the preceding base or option performance period.

7.0 SCOPE OF WORK (SOW)

7.1 GENERAL REQUIREMENTS & BASIC SERVICES BY CONSULTANT

This section is intended to provide the Consultant with the general requirements of the various demolition services for which design services are needed under this contract. The Consultant will be required under each contract assignment to produce construction documents for bidding and for obtaining the necessary permits for the demolition, removal and disposal of all structures on the property and for the restoration of the site to a natural state. The Consultant services under each assignment may include, but will not be limited to, the following tasks:

- Preliminary Site Investigations
- Project Scoping Documents
- Preparation of Designs and Bid Specifications
- Compliance with all Environmental Statutes and Regulations
- Permit Coordination/Approvals
- Coordination with State, Federal and or Local Officials
- Bid/Award Support Services to DPMC
- Quality Control/Assurance
- Construction Administration and Oversight of Contractor's Work

For each assignment, one or more Work Orders consisting of the required task(s) as described above, will be performed by the Consultant for the structures to be demolished and/or the site remediation/restoration work required under each term contract assignment.

7.2 AWARDED CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION

The following will be required and specified by the Consultant to the Awarded Contractor in accordance with the Consultant's bid documents and specifications prepared for a designated property or properties under each assignment:

Demolition of Building and Site Improvements
Obtaining any necessary Permit Approvals
Soil Erosion Controls and Site Protection
Rodent Control
Removal of utility service connections
Excavation, Backfilling and Grading
Removal and Disposal of Site and Demolition Debris
ACM and Lead Paint Abatement
Removal of AST
Decommissioning of Water Wells
Closing of Sewerage Disposal Systems

For each assignment, one or more Work Orders consisting of the required task(s) as described in this SOW, will be performed by the Consultant for the structures to be demolished and/or the site remediation/restoration work required. The following will be required by the Consultant and/or specified to the Awarded Contractor in accordance with the Consultant's bid specifications prepared for the demolition of structures or site remediation/restoration on a designated property or properties:

7.2.1 Demolition of Structures:

1. Construction permits are required to be obtained for the properties to be demolished. Permits shall be filled out by the Consultant and shall include all required information and the name of the Awarded Contractor of record. The construction permits will be submitted to the DPMC Plan & Code Review Unit. The Consultant shall provide personnel to inspect/oversee the demolition work and will coordinate with NJ DEP and DPMC regarding contract execution.
2. The ~~Consultant~~Awarded Contractor will be responsible to notify and obtain the written release of all utilities having service connections within the structure, such as water, electric, gas, sewer, cable television, and other connections. The approval to demolish any structure will not be given until such release is submitted and approved by Consultant. The written release shall state that the respective service connections and appurtenant equipment, such as meters and regulators, have been removed and sealed or plugged in a safe manner. Pursuant to FEMA's Best Practices for Lower Impact Debris Removal and Demolitions (LIDRD), all utility lines must be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap the service lines. The Awarded Contractor should be encouraged to shear off at the ground surface to minimize further soil disturbance.
3. The Consultant will be responsible to verify if asbestos-containing material (ACM) is present in any building structure. If ACM is present, the Awarded Contractor shall be required to provide all equipment, labor, and material necessary to properly remove, handle, and dispose of all ACM. All work, including disposal, must be conducted in accordance with all applicable local, State, and Federal regulations, including those of the New Jersey Department of Labor and Workforce Development (NJDOLEWD), the NJDEP, the Environmental Protection Agency (EPA), the National Emission Standards for Hazard Air Pollutants (NESHAP), and the Occupational Safety and Health Administration (OSHA) prior to demolition of any structure.
4. The Awarded Contractor will be responsible for the proper management and disposal of lead-based paint debris, which is regulated by NJDEP. If the debris generated from abatement, renovation, and remodeling activities meets the classification of "household waste" in accordance with the United States Environmental Protection Agency (USEPA) memorandum dated July 31, 2000, entitled "Regulatory Status of Waste Generated by Contractors and Residents from Lead-Based Paint Activities Conducted in Households," then under the NJDEP's Solid Waste Rules (specifically at N.J.A.C. 7:26-2.13(g)), the debris will be considered solid waste, identified as ID 13C Construction and Demolition Waste. In that instance, the debris waste must be transported by a NJDEP-licensed solid waste transporter and must be disposed of at a permitted solid waste landfill. If the debris does not meet the classification of "household waste" and is generated from demolition activities, the generator must classify the material to determine whether same is hazardous waste (i.e. USEPA Hazardous Waste Number D008) or ID 13C Construction and Demolition Waste. For further information concerning waste classification, NJDEP's Division of Solid and Hazardous Waste, Bureau of Resource Recovery and Technical Programs can be reached at 609-292-8341. For further information concerning lead-based paint debris disposal in New Jersey landfills, NJDEP's Division of Solid and Hazardous Waste, Bureau of Landfill and Recycling Management can be reached at 609-984-6650.
5. The DPMC Plan & Code Review Unit will be responsible for submitting the required permit application package including all prior approvals to the Department of Community Affairs (DCA) for processing and approval.
6. The Awarded Contractor shall be responsible for providing pre-demolition notice to adjoining property owners and providing proof of such notice to the DPMC Plan & Code Review Unit as a prior approval with the permit package. A mandatory pre-construction meeting may be required by the DPMC and NJDEP prior to beginning the demolition work.

7. The Awarded Contractor shall be required during the demolition of a structure to keep the premises free of all unsafe or hazardous conditions. This includes the period during the restoration of established grades and the erection of temporary safety fences and silt fences.
8. The Awarded Contractor must have all vacant structures baited for rodents. The Contractor must supply written verification of the rodent baiting to the DPMC Plan & Code Review Unit.
9. Wells may be decommissioned prior to the Awarded Contractor initiating the demolition work. However, if included as part of its bid requirements, the Awarded Contractor shall be responsible to have any existing private wells properly decommissioned by a New Jersey-licensed well driller, pursuant to "Well Construction and Maintenance; Sealing of Abandoned Wells, N.J.A.C. 7:9D." and to provide written verification of the well decommissioning to the DPMC Plan & Code Review Unit. A well abandonment report must be filed with NJDEP's Bureau of Water System and Well Permitting. An official copy of this report must be filed before payment will be processed.
10. The Awarded Contractor shall be responsible for determining the location of and for the proper closure of any existing, on-site drywells, cisterns, shallow wells (i.e. points, cesspools, or any subsurface disposal system for either sewage or laundry waste) and any drainage collection system for storm water. The awarded Contractor shall provide written proof of the proper closure of any existing drywells, cisterns, shallow wells, or drainage collection systems to the DPMC Plan & Code Review Unit. The awarded Contractor shall be responsible for providing written verification of the required disposal of any regulated solid waste or hazardous substances encountered on the property. The awarded Contractor shall ensure, to the fullest extent possible, that the fill required in the decommissioning of septic tanks is from an approved, established source.
11. The Awarded Contractor shall be responsible for the proper disposal of any and all unregulated solid and hazardous waste, including but not limited to household chemicals, consumer packaged pesticides, oils, paints, or other related items found on the project site.
12. Floodplains have a high potential for Native American archaeological deposits in the soil and subsoil. Prior to any soil disturbing activities, all properties shall be reviewed by the Consultant and/or their subconsultants using known historic properties and archaeologically sensitive areas. Any identified archaeological sites on or adjacent to the property will have a buffer created by an SOI-qualified archaeologist to avoid impacting the known site. If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools, pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.), or human remains, the Awarded Contractor shall immediately stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. At that time, the Awarded Contractor shall promptly contact the DPMC Plan & Code Review Unit, FEMA representatives and the New Jersey Historic Preservation Office (NJHPO) (as well as local law enforcement, county coroner/medical examiner, and county Office of Emergency Management representative for human remains, if applicable) for further discussion and guidance. The Awarded Contractor shall not proceed with work in the area(s) of concern until FEMA staff has completed consultation with the NJHPO and other interested parties, as necessary.

7.2.2 Site Remediation and Restoration:

1. After removing any and all site improvements i.e. dwellings, foundations, structures, tanks, fences, walks/driveways, etc. (whether concrete or asphalt/bituminous), accumulated materials, and/or debris, the Awarded Contractor shall be responsible to leave the site in a clean, finished, graded, and stabilized (i.e. grass growth covering the site) condition. Masonry materials from any foundations, footings, sidewalks, etc., may be used as excavation backfill, provided that all basement slabs are broken up to prevent the trapping of water, and all masonry materials are broken up into pieces no larger than one foot (1') in any dimension and mixed with a sufficient

quantity of clean soil, so as to permit complete filling of all voids and proper compaction. The Awarded Contractor shall limit excavation to within two feet (2') of the foundation perimeter and will not excavate more than six inches (6") below the depth of the foundation to minimize soil disturbance. With respect to the removal of slabs, driveways, and sidewalks, the Awarded Contractor shall limit excavation to within two feet (2') of the slab/driveway/sidewalk perimeter and will not excavate more than six inches (6") below the depth of the asphalt/concrete to minimize soil disturbance. All on-site concrete fill material shall be placed no less than three feet (3') below the proposed finished grade, including the removal of footings, foundations, walls, etc., which must be removed to a minimum depth of three feet (3') below proposed finished grade. Asphalt/bituminous materials must be removed from the site and properly disposed of by the Awarded Contractor. Proper documentation from the disposal facility shall be submitted to the DCA code inspector.

2. When using heavy equipment, the Awarded Contractor shall work from hard or firm surfaces to the fullest extent possible to avoid sinking into soft soils. The Contractor will ensure, to the fullest extent possible, that it will minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less). Excavation and burial of debris on site is prohibited, except as noted below.
3. The Awarded Contractor shall ensure, to the fullest extent possible, that removal of uprooted trees, limbs, and branches from public rights of way and areas, as well as the transport and disposal of such waste to existing, licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads. Debris is to be removed from private property, provided that buildings are not affected, ground disturbance is minimal, and in-ground elements (i.e. driveways, walkways, or swimming pools) are left in place. The chipping and disposal of woody debris is to be by broadcasting within existing rights-of-way. The removal of uprooted trees and woody debris from the following areas will require additional historic review: cemeteries; battlegrounds; historic landscapes; historic parks; undisturbed ground; and historic districts (but not along public rights-of-way).
4. The Awarded Contractor shall fill any voids posing a risk to public health and safety with fill from an approved, established source.
5. The Awarded Contractor shall import an adequate quantity of clean fill and top soil, sufficient to fill in all excavations and/or foundations and grade the site, so as to prevent the accumulation or trapping of storm water runoff. The source of the clean soil (i.e. free of concrete, asphalt, brick, cinder/cement block, wood, trees, roots, branches, non-decomposed vegetative matter, metal, plastic or any other form of construction debris; and free of any hydrocarbons/hazardous/controlled materials) shall be as approved by the DCA code inspector and NJDEP. The quantity of imported soil shall be the minimum amount required to achieve the proper site grading. However, the awarded contractor shall limit site grading to within the first six (6) inches of the existing surface elevation (e.g. sidewalk level, driveway level, slab level, etc.). Filling and backfilling shall consist of depositing, spreading, and compacting of approved materials. All work to be performed shall comply with the provisions of Sections 202, 203, 204, 207 and 208 of the "New Jersey Department of Transportation (NJDOT) Standard Specification for Road and Bridge Construction, 1989." A certificate shall be provided by the Awarded Contractor from an approved testing agency approved by the Consultant that the fill material meets this specification. The minimum density to be obtained in the earth backfill and soil aggregate base course shall be 95% of "maximum density" as defined in ASTM D-1557, Moisture Density Relations of Soil (Standard Proctor Compaction Test), Method, including Note 2. Compacted fill not meeting required density when tested in place shall be replaced or removed until additional tests, to be performed at the awarded Contractor's expense, indicate compliance with this density specification.

6. Acknowledging that these properties are all located within the floodplain, the Awarded Contractor shall be required to take all appropriate precautions to prevent erosion or washout of the placed soil until proper stabilization is achieved. Should such erosion or washout occur before stabilization is complete, the Contractor will be required to re-grade/refill, seed, and/or re-stabilize the site. Any erosion or failure of turf, grasses or other plantings which have not established themselves within one year of completion and acceptance shall be required to be replaced by the awarded Contractor.

Removal of Above-Ground Oil Tanks: (NOTE: All known Underground Storage Tanks are to be remediated by property owners prior to the transfer of title to NJDEP.)

1. A construction permit will be required. A separate fire subcode technical section is required for the tank and shall be included with the permit application for the building demolition.
2. Awarded Contractors are responsible for the following:
 - a. Removal of oil from tank
 - b. Cutting oil tank in half by removing top
 - c. Removal of sludge after squeegeeing
 - d. Hand wipe inside of tank
 - e. Removal of tank and all associated piping and disposal at a proper facility
 - f. Disposal of all sludge, water, etc. at licensed facility.
 - g. Have oil reclaimed or disposed of at a licensed facility.

Should any unusual situation arise during demolition work causing any possible concerns, the awarded Contractor shall immediately contact the DPMC project manager.

7.3 CONSULTANT'S BIDDING & ADMINISTRATIVE REQUIREMENTS

1. Demolition contracts will be advertised for bid by the DPMC based on the specifications provided by the Consultant. Demolition contracts will be awarded to the lowest responsible bidder. The Consultant will be required to attend any preproposal meetings, respond to questions from bidders, review the bids received, including the apparent lowest responsible bidder, and provide a Recommendation of Award to the DPMC Project Manager.
2. The Consultant shall provide construction inspections and oversight of the work progress on projects awarded to an Awarded Contractor. The Consultant will be required to attend project meetings during the design and construction phases as required by DPMC..

7.4 CONSULTANT'S PROJECT CLOSE-OUT REQUIREMENTS

At the completion of demolition, Consultant will provide five (5) copies of a bound manual containing the following documents.

1. Final Site Plan
2. Copies of Waste Manifests, bills of lading, or other applicable disposable documentation
3. Copies of Well Closure reporting form completed by licensed well driller
4. Copies of Board of Health Approval for Wastewater Disposal System
5. Recycling Plan (if required)
6. Copies of Test Reports
7. Pre-Demolition and Post-Demolition Photographs
8. Documentation regarding the source and quantity of imported clean fill
9. Copies of NJDCA Inspection Reports
10. Copies of NJDCA Permits and Certificate of Acceptance

8.0 METHOD OF ASSIGNMENT AND ENGAGEMENT

8.1 USE OF THE CONTRACT

- A. The award of this Term Contract establishes that the contracted Consultant firms have represented that they can provide personnel with the necessary experience, qualifications, and capabilities to provide demolition and site remediation services to DPMC on multiple project assignments. The award also indicates that the Consultant's proposed professional and technical rates are accepted for the period(s) of the term contract.
- B. The site-specific work engaged under this RFP may involve one Work Order of one or more scope of work tasks, or if necessary to develop the project it may involve multiple Work Orders, with each subsequent Work Order dependent on the results and findings of the previous Work Orders. No work shall commence until the Consultant is issued an approved Work Order for the required tasks.

8.2 ORDER OF ASSIGNMENT

The State intends to award from four (4) to six (6) term contracts. Additional contracts may be awarded if the volume of work/need for services is determined to necessitate such action by the State. The DPMC will present each demolition assignment to one of the contracted consultants on a rotating basis in order of technical ranking as described in Section 6.6.1.1. If the State determines that, because of a conflict of interest, its inability to satisfactorily perform the services, or if the services required are related to a previously approved Work Order and a term contract consultant is unable to undertake an assignment under this contract, the work will be re-assigned to the consultant that is next in the rotational order.

If the Consultant is engaged with five (5) simultaneous site specific work order assignments under this contract, the Consultant may refuse any more work order assignments until the project workload decreases to under five simultaneous work order assignments. Upon the Consultant's refusal, the State has the option to engage the Consultant that is next in the rotational order.

If the Consultant's performance during the course of an engagement is not satisfactory, the DPMC and/or the NJDEP will notify the Consultant's Project Manager of the issues requiring immediate resolution. Failure to correct problems in a reasonable time will result in the State taking further action with the Consultant which may end in termination of the contract and awarding of future engagements to the next ranked Consultant.

If required by the federal funding source (FEMA or CDBG grant, etc.), the State may impose liquidated damages on the Consultant in the event its performance is not timely and the State is harmed and the project delayed. Such actual damage amounts will be determined at the time of the Work Order assignment and included in the Work Order scope of work. The Consultant agrees that it shall be liable for liquidated damages as provided in the Work Order documents. The State shall have the sole discretion to allow a grace period or toll the time periods for the failure by the Consultant to meet designated schedules and completion dates. The State shall assess liquidated damages and deduct the liquidated damages, if any, from any payment made to the Consultant. If so imposed in the Work Order, these liquidated damages shall take precedence over any conflicting provisions in the General Conditions to the Consultant Agreement accompanying this RFP.

8.3 ASSIGNING AND EXECUTING SPECIFIC WORK ORDERS

8.3.1 Project Data

Specific project data will be provided to the Consultant for each Work Order, including:

- DPMC Project Number/Title/Location
- Scope of Work – General information regarding the scope of the assignment will be provided to the
- Consultant at the time a Work Order is solicited. This may include information regarding existing site data, assignment specifications, proposed schedule or completion dates and any specific services required.

8.3.2 Ordering of Services/Placement of Work Order Services

Delivery or performance of services by the Consultant shall be made only as authorized by Work orders issued in accordance with this contract. There is no limit on the total number of Work Orders that may be issued to one Consultant under this contract. The DPMC may issue a Work Order requiring the performance of services involving multiple properties. The DPMC may elect to award a single Work Order assignment, or to award multiple Work Order assignments for the services required.

Any Work Order issued during the term of this contract and not completed within that period shall continue and be completed by the Consultant within the time specified in the Work Order. This contract shall govern the Consultant's and State's rights and obligations with respect to that Work Order to the same extent as if the order were completed during the contract's effective period.

Each Work Order shall include all of the services to meet the obligations of the task(s) requiring delivery or performance. The Work Order may be supplemented by a proposal that includes the team organization, staffing, sub-consultants included, approach to the project tasks, experience of the firm/team, and other necessary information. All Work Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Work Order and this contract, the contract shall control. A Work Order is considered "issued" when the DPMC emails or faxes the approved Work Order to the firm along with a Notice to Proceed for the specific Work Order assignment.

The State reserves the right to perform work of the same type covered in this contract, with its own forces or by contract.

8.3.3 Processing Work Orders

Work orders may be considered by DPMC for all services under this contract, provided that they are in accordance with the terms and conditions of this contract.

Each Work Order should reference the following:

- Contract Number
- Work Order Number
- Date of Order
- Place or Location of Services
- Scope of work/services to be provided
- Start and Completion Dates – Each Work Order shall specify the start and completion date of the work or services. The starting date shall not be less than three (3) calendar days after the issuance of an approved Work Order and Notice to Proceed for the work. It is anticipated that demolition design work will be required to be initiated and completed within approximately 30 days from the issuance of the Notice to Proceed. Bidding and construction will follow within 60 days in most cases.
- The applicable hourly rates in effect at the time of request for a proposal, for the personnel, services and any other cost items included in the Work Order. The hourly rates must correspond with those submitted by the consultant in the "Term Contract Rate Schedule by Personnel Level." Each Work Order must total the hourly rates and any required subconsultant/subcontractor costs and be issued for a lump sum or not-to-exceed amount.

- H. Written Work Order – A DPMC Work Order form will be provided for use by the Consultant in providing a proposal for services and costs for each assignment.
- I. Approvals – Following submission of the Work Order by the Consultant, the Work Order must be approved by NJDEP and by the DPMC Deputy Director (or his designee).
- J. No work shall be performed under this contract until an approved Work Order and Notice to Proceed have been issued to the Consultant. This Notice to Proceed will only be issued following approval of the Work Order by both NJDEP and DPMC and receipt of funding for the assignment. For the purpose of this contract, a Work Order shall be deemed to be “issued” at the time the DPMC authorizes the Notice to Proceed and emails or faxes it to the consultant.

8.4 RESPONSIBILITY FOR CONTRACT ADMINISTRATION AND PAYMENTS

8.4.1 Contracting Officer (CO)

The Contracting Officer (CO) is the final authority in all contractual matters relating to this contract and any Work Order placed against this contract as well as to any design, construction or other type of contract associated with this contract. The CO has overall responsibility for the administration of this contract and is authorized to take action on behalf of the State to amend or modify an approved Work Order assignment. The CO may delegate certain other responsibilities to authorized representatives.

8.4.2 Project Manager (PM) (to be named for each Work Order)

A Project Manager will be designated on each specific Work Order assignment to assist the CO in the delegation of responsibilities when the CO is unable to be directly in touch with the contract work. Responsibilities of the PM include, but are not limited to, determining the adequacy of performance by the Consultant in accordance with terms and conditions of the contract, acting as the State’s representative in charge of overseeing work at the site(s), ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors or issues which may cause delay in performance of the work.

8.4.3 Payment Schedule

Payments for Consultant services under individual work orders will be paid in monthly installments, scheduled by and agreed to by the Consultant and the CO. The payment schedule will be developed based on anticipated outlays by the Consultant. If requested by the CO, the Consultant will provide evidence to support anticipated outlays. The CO may require that the schedule of payments be linked to specific deliverables, the completion of certain activities, or the achievement of specified goals or schedule milestones. Payments for any supplemental services will be invoiced separately.

8.4.4 Invoicing Requirements

Invoices shall be submitted to the Project Director specified in the Work Order on an original DPMC Invoice Form (DPMC-11). Invoices must include all proper information completed, signatures and supporting back-up documentation prior to acceptance, approval and processing by the State.

8.4.5 Adjusting Payments

Upon review of the invoices, the PD may adjust the payment of the invoice if any services do not conform to the contract requirements of the Work Order and/or this contract. The PD will inform the Consultant in writing of the type and dollar amount of the deductions prior to processing the remainder of the invoice. The Consultant may, after notification of the proposed deduction, present to the PD, in writing, specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within ten (10) day period will be interpreted to mean that the Consultant accepts the deductions proposed. After consideration of the consultant’s reply, if any, the PD will make any

adjustments in deduction which are warranted, determine the dollar amount of deductions, and notify the consultant of the decision.

8.5 DISPOSITION OF MATERIALS

Upon termination or completion of work under a Work Order assignment, the Consultant shall forward all materials produced in connection with the performance of this contract as may be directed by the CO or PD, or as specified in other provisions of this contract. All documents and materials produced, or required to be delivered under this contract will become and remain the property of the State. The Consultant shall maintain all documentation related to deliverables, products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or other State audit agency upon request.